



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MJJ PRODUCTIONS, INC., a  
California corporation, OPTIMUM  
PRODUCTIONS, a California  
corporation, NEW HORIZONS TRUST  
III, LLC, a Delaware limited liability  
company, d/b/a MIJAC MUSIC, THE  
MICHAEL JACKSON COMPANY,  
LLC, a Delaware limited liability  
company, and MJJ VENTURES, INC.,  
a California corporation,

Plaintiffs,

vs.

THE WALT DISNEY COMPANY, a  
Delaware corporation, AMERICAN  
BROADCASTING COMPANIES,  
INC., a Delaware corporation, and  
DOES 1 through 10, inclusive.

Defendants.

Case No. 2:18-cv-04761 PSG (SKx)

DISCOVERY MATTER – Referred to  
Magistrate Judge Steve Kim

**STIPULATED PROTECTIVE  
ORDER**

Complaint Filed: May 30, 2018  
FAC Filed: July 30, 2018  
Trial Date: April 21, 2020

Plaintiffs MJJ Productions, Inc., Optimum Productions, Inc., New Horizons  
Trust III, LLC (d/b/a MIJAC Music), The Michael Jackson Company, LLC, and  
MJJ Ventures, Inc. (collectively “Plaintiffs”) and Defendants The Walt Disney  
Company and American Broadcasting Companies, Inc. (together, “Defendants”), by  
and through their respective counsel of record, hereby agree and stipulate to this  
Stipulation and [Proposed] Protective Order (the “Order”) as follows:

1 **1. GENERAL**

2 **A. PURPOSES AND LIMITATIONS**

3 Discovery in this action is likely to involve production of confidential,  
4 proprietary, and/or private information for which special protection from public  
5 disclosure and from use for any purpose other than prosecuting this litigation may  
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
7 enter the following Stipulated Protective Order. The parties acknowledge that this  
8 Order does not confer blanket protections on all disclosures or responses to  
9 discovery and that the protection it affords from public disclosure and use extends  
10 only to the limited information or items that are entitled to confidential treatment  
11 under the applicable legal principles. The parties further acknowledge, as set forth in  
12 Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
13 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
14 procedures that must be followed and the standards that will be applied when a party  
15 seeks permission from the court to file material under seal.

16 **B. GOOD CAUSE STATEMENT**

17 This action is likely to involve confidential and proprietary commercial,  
18 financial, product development, and/or trade secret information for which special  
19 protection from public disclosure and from use for any purpose other than  
20 prosecution of this action is warranted. Such confidential and proprietary materials  
21 and information consist of, among other things, confidential business or financial  
22 information, information regarding confidential business practices, or other  
23 confidential research, development, or commercial information (including  
24 information implicating privacy rights of third parties), information otherwise  
25 generally unavailable to the public, or which may be privileged or otherwise  
26 protected from disclosure under state or federal statutes, court rules, case decisions,  
27 or common law. Accordingly, to expedite the flow of information, to facilitate the  
28 prompt resolution of disputes over confidentiality of discovery materials, to

1 adequately protect information the parties are entitled to keep confidential, to ensure  
2 that the parties are permitted reasonable necessary uses of such material in  
3 preparation for and in the conduct of trial, to address their handling at the end of the  
4 litigation, and serve the ends of justice, a protective order for such information is  
5 justified in this matter.

6 Moreover, given the nature of this case good cause exists for a Highly  
7 Confidential – Attorneys’ Eyes Only designation, to be used only for extremely  
8 sensitive Confidential information, the disclosure of which to another Party or Non-  
9 Party would create a substantial risk of serious harm that could not be avoided by  
10 less restrictive means.

11 It is the intent of the parties that information will not be designated as  
12 confidential, or highly-confidential, for tactical reasons and that nothing be so  
13 designated without a good faith belief that it has been maintained in a confidential,  
14 non-public manner, and there is good cause why it should not be part of the public  
15 record of this case.

## 16 **2. DEFINITIONS**

17 2.1. Action: *MJJ Productions, Inc. et al. v. The Walt Disney Company et*  
18 *al.*, Case No. 2:18-cv-04761 PSG (SKx).

19 2.2. Challenging Party: a Party or Non-Party that challenges the  
20 designation of information or items under this Order.

21 2.3. “CONFIDENTIAL” Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for  
23 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
24 the Good Cause Statement.

25 2.4. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
26 Information or Items: extremely sensitive “CONFIDENTIAL” Information or  
27 Items, the disclosure of which to another Party or Non-Party would create a  
28 substantial risk of serious harm that could not be avoided by less restrictive means.

1           2.5. Counsel: Outside Counsel of Record and House Counsel (as well as  
2 their support staff).

3           2.6. Designating Party: a Party or Non-Party that designates information or  
4 items that it produces in disclosures or in responses to discovery as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY.”

7           2.7. Disclosure or Discovery Material: all items or information, regardless  
8 of the medium or manner in which it is generated, stored, or maintained (including,  
9 among other things, testimony, transcripts, and tangible things), that are produced or  
10 generated in disclosures or responses to discovery in this matter.

11          2.8. Expert: a person with specialized knowledge or experience in a matter  
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
13 an expert witness or as a consultant in this Action.

14          2.9. House Counsel: attorneys who are employees of a party to this Action.  
15 House Counsel does not include Outside Counsel of Record or any other outside  
16 counsel.

17          2.10. Non-Party: any natural person, partnership, corporation, association, or  
18 other legal entity not named as a Party to this action.

19          2.11. Outside Counsel of Record: attorneys who are not employees of a  
20 party to this Action but are retained to represent or advise a party to this Action and  
21 have appeared in this Action on behalf of that party or are affiliated with a law firm  
22 which has appeared on behalf of that party, and includes support staff.

23          2.12. Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record (and their  
25 support staffs).

26          2.13. Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.

1           2.14. Professional Vendors: persons or entities that provide litigation  
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           2.15. Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY.”

8           2.16. Receiving Party: a Party that receives Disclosure or Discovery  
9 Material from a Producing Party.

### 10 **3. SCOPE**

11           The protections conferred by this Stipulation and Order cover not only  
12 Protected Material (as defined above), but also (1) any information copied or  
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
14 compilations of Protected Material; and (3) any testimony, conversations, or  
15 presentations by Parties or their Counsel that might reveal Protected Material.

16           Any use of Protected Material at trial shall be governed by the orders of the  
17 trial judge. This Order does not govern the use of Protected Material at trial.

### 18 **4. DURATION**

19           Even after final disposition of this litigation, the confidentiality obligations  
20 imposed by this Order shall remain in effect until a Designating Party agrees  
21 otherwise in writing or a court order otherwise directs. Final disposition shall be  
22 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
23 or without prejudice; and (2) final judgment herein after the completion and  
24 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
25 including the time limits for filing any motions or applications for extension of time  
26 pursuant to applicable law.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1. Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under  
4 this Order must take care to limit any such designation to specific material that  
5 qualifies under the appropriate standards. The Designating Party must designate for  
6 protection only those parts of material, documents, items, or oral or written  
7 communications that qualify so that other portions of the material, documents,  
8 items, or communications for which protection is not warranted are not swept  
9 unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations  
11 that are shown to be clearly unjustified or that have been made for an improper  
12 purpose (e.g., to unnecessarily encumber the case development process or to impose  
13 unnecessary expenses and burdens on other parties) may expose the Designating  
14 Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it  
16 designated for protection do not qualify for protection, that Designating Party must  
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2. Manner and Timing of Designations. Except as otherwise provided in  
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21 under this Order must be clearly so designated before the material is disclosed or  
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic  
25 documents, but excluding transcripts of depositions or other pretrial or trial  
26 proceedings), that the Producing Party affix at a minimum, the legend  
27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or "HIGHLY  
28 CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter "HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend”), to each page that  
2 contains protected material. If only a portion or portions of the material on a page  
3 qualifies for protection, the Producing Party also must clearly identify the protected  
4 portion(s) (e.g., by making appropriate markings in the margins).

5 A Party or Non-Party that makes original documents available for inspection  
6 need not designate them for protection until after the inspecting Party has indicated  
7 which documents it would like copied and produced. During the inspection and  
8 before the designation, all of the material made available for inspection shall be  
9 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
10 documents it wants copied and produced, the Producing Party must determine which  
11 documents, or portions thereof, qualify for protection under this Order. Then, before  
12 producing the specified documents, the Producing Party must affix the  
13 CONFIDENTIAL legend or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
14 ONLY legend to each page that contains Protected Material. If only a portion or  
15 portions of the material on a page qualifies for protection, the Producing Party also  
16 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
17 in the margins).

18 (b) for testimony given in depositions that the Designating Party identify  
19 the Disclosure or Discovery Material on the record, before the close of the  
20 deposition all protected testimony.

21 (c) for information produced in some form other than documentary and for  
22 any other tangible items, that the Producing Party affix in a prominent place on the  
23 exterior of the container or containers in which the information is stored the legend  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
25 ONLY.” If only a portion or portions of the information warrants protection, the  
26 Producing Party, to the extent practicable, shall identify the protected portion(s).

27 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent  
28 failure to designate qualified information or items does not, standing alone, waive

1 the Designating Party's right to secure protection under this Order for such material.  
2 Upon timely correction of a designation, the Receiving Party must make reasonable  
3 efforts to assure that the material is treated in accordance with the provisions of this  
4 Order.

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court's  
8 Scheduling Order.

9 6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process under Local Rule 37.1 *et seq.*

11 6.3. The burden of persuasion in any such challenge proceeding shall be on  
12 the Designating Party. Frivolous challenges, and those made for an improper  
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
14 parties) may expose the Challenging Party to sanctions. Unless the Designating  
15 Party has waived or withdrawn the confidentiality designation, all parties shall  
16 continue to afford the material in question the level of protection to which it is  
17 entitled under the Producing Party's designation until the Court rules on the  
18 challenge.

19 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

20 7.1. Basic Principles. A Receiving Party may use Protected Material that is  
21 disclosed or produced by another Party or by a Non-Party in connection with this  
22 Action only for prosecuting, defending, or attempting to settle this Action. Such  
23 Protected Material may be disclosed only to the categories of persons and under the  
24 conditions described in this Order. When the Action has been terminated, a  
25 Receiving Party must comply with the provisions of section 13 below (FINAL  
26 DISPOSITION).



1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
10 to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of the  
12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional  
19 Vendors to whom disclosure is reasonably necessary for this Action and who have  
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
25 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
26 will not be permitted to keep any confidential information unless they sign the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may  
2 be separately bound by the court reporter and may not be disclosed to anyone except  
3 as permitted under this Stipulated Protective Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 7.3. Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
7 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
8 writing by the Designating Party, a Receiving Party may disclose any information or  
9 item designated “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”  
10 only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
12 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
13 to disclose the information for this Action;

14 (b) up to six (6) House Counsel per side (i.e., six (6) House Counsel may  
15 be designated by Plaintiffs and six (6) House counsel may be designated by  
16 Defendants): (i) who are responsible for overseeing this litigation on behalf of the  
17 party he or she represents and who are not acting in a business capacity for such  
18 party, (ii) who agree not to disclose any materials designated as “HIGHLY  
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to in-house attorneys not  
20 responsible for overseeing this litigation, and (iii) who have been disclosed to the  
21 opposing party in advance of viewing any materials designated as “HIGHLY  
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Each side shall be entitled to  
23 allocate their respective six (6) House Counsel as they see fit by and among the  
24 various entities named as Plaintiffs and Defendants. The parties shall also be  
25 entitled to substitute one of their six designated House Counsel with a new House  
26 Counsel in the event of a personnel change, departure, or similar circumstance,  
27 provided that advance notice is given to the opposing party;  
28

- 1 (c) Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 4 (d) the court and its personnel;
- 5 (e) private court reporters and their staff to whom disclosure is reasonably  
6 necessary for this Action and who have signed the “Acknowledgment and  
7 Agreement to Be Bound” (Exhibit A);
- 8 (f) professional jury or trial consultants, mock jurors, and Professional  
9 Vendors to whom disclosure is reasonably necessary for this Action and who have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 11 (g) the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the information; and
- 13 (h) any mediator or settlement officer, and their supporting personnel,  
14 mutually agreed upon by any of the parties engaged in settlement discussions.

15 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
16 **PRODUCED IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation  
18 that compels disclosure of any information or items designated in this Action as  
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
20 ONLY,” that Party must:

- 21 (a) promptly notify in writing the Designating Party. Such notification  
22 shall include a copy of the subpoena or court order;
- 23 (b) promptly notify in writing the party who caused the subpoena or order  
24 to issue in the other litigation that some or all of the material covered by the  
25 subpoena or order is subject to this Protective Order. Such notification shall include  
26 a copy of this Stipulated Protective Order; and
- 27 (c) cooperate with respect to all reasonable procedures sought to be  
28 pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with  
2 the subpoena or court order shall not produce any information designated in this  
3 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
4 EYES ONLY” before a determination by the court from which the subpoena or  
5 order issued, unless the Party has obtained the Designating Party’s permission. The  
6 Designating Party shall bear the burden and expense of seeking protection in that  
7 court of its confidential material and nothing in these provisions should be construed  
8 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
9 directive from another court.

10 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
11 **PRODUCED IN THIS LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a  
13 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
15 Non-Parties in connection with this litigation is protected by the remedies and relief  
16 provided by this Order. Nothing in these provisions should be construed as  
17 prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to  
19 produce a Non-Party’s confidential information in its possession, and the Party is  
20 subject to an agreement with the Non-Party not to produce the Non-Party’s  
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-  
23 Party that some or all of the information requested is subject to a confidentiality  
24 agreement with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
27 specific description of the information requested; and  
28

1 (3) make the information requested available for inspection by the  
2 Non-Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within  
4 14 days of receiving the notice and accompanying information, the Receiving Party  
5 may produce the Non-Party's confidential information responsive to the discovery  
6 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
7 not produce any information in its possession or control that is subject to the  
8 confidentiality agreement with the Non-Party before a determination by the court.  
9 Absent a court order to the contrary, the Non-Party shall bear the burden and  
10 expense of seeking protection in this court of its Protected Material.

11 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
13 Protected Material to any person or in any circumstance not authorized under this  
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
15 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
16 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
17 persons to whom unauthorized disclosures were made of all the terms of this Order,  
18 and (d) request such person or persons to execute the "Acknowledgment and  
19 Agreement to Be Bound" that is attached hereto as Exhibit A.

20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other protection,  
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
26 may be established in an e-discovery order that provides for production without  
27 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
28 as the parties reach an agreement on the effect of disclosure of a communication or

1 information covered by the attorney-client privilege or work product protection, the  
2 parties may incorporate their agreement in the stipulated protective order submitted  
3 to the court.

#### 4 **12. MISCELLANEOUS**

5 12.1. Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7 12.2. Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in this  
10 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
11 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3. Filing Protected Material. A Party that seeks to file under seal any  
13 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
14 only be filed under seal pursuant to a court order authorizing the sealing of the  
15 specific Protected Material at issue. If a Party's request to file Protected Material  
16 under seal is denied by the court, then the Receiving Party may file the information  
17 in the public record unless otherwise instructed by the court.

#### 18 **13. FINAL DISPOSITION**

19 After the final disposition of this Action, as defined in paragraph 4, within 60  
20 days of a written request by the Designating Party, each Receiving Party must return  
21 all Protected Material to the Producing Party or destroy such material. As used in  
22 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
23 summaries, and any other format reproducing or capturing any of the Protected  
24 Material. Whether the Protected Material is returned or destroyed, the Receiving  
25 Party must submit a written certification to the Producing Party (and, if not the same  
26 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
27 (by category, where appropriate) all the Protected Material that was returned or  
28 destroyed and (2) affirms that the Receiving Party has not retained any copies,

1 abstracts, compilations, summaries or any other format reproducing or capturing any  
2 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
3 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
4 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
5 reports, attorney work product, and consultant and expert work product, even if such  
6 materials contain Protected Material. Any such archival copies that contain or  
7 constitute Protected Material remain subject to this Protective Order as set forth in  
8 Section 4 (DURATION).

9 **14. REMEDIES**

10 Any violation of this Order may be punished by any and all appropriate  
11 measures including, without limitation, contempt proceedings and/or monetary  
12 sanctions.

13 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

14  
15 DATED: July 8, 2019

KINSELLA WEITZMAN ISER  
KUMP & ALDISERT LLP

16  
17  
18  
19 By: /s/  
20 Jonathan P. Steinsapir  
21 Attorneys for Plaintiffs MJJ Productions,  
22 Inc., Optimum Productions, Inc., New  
23 Horizons Trust III, LLC (d/b/a MIJAC  
24 Music), The Michael Jackson Company,  
25 LLC, and MJJ Ventures, Inc.  
26  
27  
28





**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty  
of perjury that I have read in its entirety and understand the Stipulated Protective  
Order that was issued by the United States District Court for the Central District of  
California on [date] in the case of *MJJ Productions, Inc. et al. v. The Walt Disney  
Company et al.*, Case No. 2:18-cv-04761 PSG (SKx). I agree to comply with and to  
be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order. I  
further agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or  
type full name] of \_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_